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1/24/2012 3:19 PM (GMT) From: The Batista Law Group, PSC

MR QUICK LOAN PC
867-777-1588

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

JOSE A. ALBINO OTERO,

Debtor

JOSE A. ALBINO OTERO,
Plaintiff,

V

LENDER BUSINESS PROCESS
SERVICES (LBPS), ET ALs

Defendant

CASE NO: 10-08923 BKT

CHAPTER: 13

ADV. NO: 11-00102 BKT

JOINT MOTION FOR THE ENTRY OF ORDER BY CONSENT

TO THE HONORABLE COURT:

COMES now, LENDER BUSINESS PROCESS SERVICES (LBPS), hereinafter referred to as "LBPS", Alejandro Oliveras Rivera, the Trustee and Jose A. Albino Otero, hereinafter referred to as "the debtor" by the undersigned attorney, and very respectfully alleges and prays:

BACKGROUND

1. Debtor and LBPS are parties to a mortgage loan secured by debtor's residential property, loan number x7932 (the "Mortgage Account").
2. LBPS, is the holder in due course of a mortgage note in the principal sum of \$175,000.00, bearing interest at 6.625%, per annum ("the note"). The indebtedness evidenced by the note is secured by a mortgage executed on May 23rd, 2007 ("the mortgage").
3. The mortgage encumbers the following property: 817 N Kingsway Road, Seffner, FL 33584.

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4. On September 27th, 2010, Debtor filed a Chapter 13 bankruptcy proceeding, Case No. 10-08923 in the United States Bankruptcy Court for the District of Puerto Rico (Old San Juan) (the "Bankruptcy").
5. On May 3rd, 2011, Debtor filed an Adversary Proceeding, Adversary No. 11-00102 (the "Adversary").
6. LBPS has denied Debtor's claims, but the parties have reached an agreement to resolve the dispute, subject to the terms and conditions of this motion.

AGREEMENT

7. Debtor agrees to execute and return a copy of this Settlement Agreement to LBPS through their counsel: Vanessa Torres Quiñones, by mail to Martinez & Torres Law Offices, P.O. Box 192938 San Juan, Puerto Rico 00919-2938 or by email at vtorres@martineztorreslaw.com.
8. Parties have agreed that the value of the property is \$66,500.00.
9. LBPS will amend Claim 3-1 for the secured amount of \$66,500.00.
10. LBPS will file new Proof of Claim for the amount of \$148,736.60 for unsecured credit.
11. Debtor will amend Chapter 13 Payment Plan in order to provide for both claims for LBPS.
12. Debtor agrees to file for dismissal with prejudice of the adversary proceeding.
13. Based on the above, the assigned Chapter 13 Trustee will withdraw objection to proof of claim number 30 filed on April 1, 2011.
14. As to that effect the order entered on May 9, 2011 will be set aside.



01/24/2012 11:22 FAX 6137198428

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15. Debtor acknowledges that LBPS's actions shall constitute a full and complete settlement of all claims asserted by Debtor in the Adversary and released pursuant to this agreement.
16. LBPS does not admit any liability to Debtor by signing this agreement.
17. This agreement is the complete agreement between Debtor and LBPS concerning their disagreement. Debtor and LBPS have made no other written or oral agreements related to their disagreement.
18. This Agreement may be executed in counterparts, either in original form or in the form of facsimile copies, all of which taken together shall collectively constitute one agreement binding on all parties.
19. Debtor states that he has read, understands and agrees to the terms of this Agreement and has discussed it with his attorney.
20. The parties agree that this agreement does not change, amend or alter in any way the provisions of the note and the deed.

WHEREFORE, the parties respectfully requests that the agreement herein set forth be approved and an order be entered accordingly.

RESPECTFULLY SUBMITTED,

In San Juan, Puerto Rico this 30 day of January 2012.

Debtor:

JOSE A ALBINO OTERO
URB LEVITTOWN STA SECCION
BX 11 CALLS
DR FRANCISCO RENDON
TOA BAJA, PR 00949

Jose A Albino Otero

Legal Counsel for debtor:

JESUS ENRIQUE BATISTA SANCHEZ
BARTOLONE & BATISTA LLP
COND MIDTOWN CENTER
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Email: jesusmb1@yahoo.com

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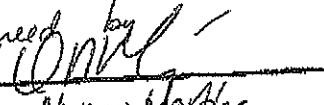
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Legal counsel for BPPR:

MARTINEZ & TORRES LAW OFFICES, PSC
P.O. Box 192938
San Juan, PR 00919-2938
Tel. (787) 767-8244;
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vtorres@martineztorreslaw.com

Chapter 13 Trustee:

ALEJANDRO OLIVERAS RIVERA
CHAPTER 13 TRUSTEE
PO BOX 9024062
SAN JUAN, PR 00902-4062
787 977-3500

Reviewed and Agreed by

Domingo M. M. Yarling

/s/ Vanessa M. Torres Quiñones

I HEREBY CERTIFY that this 30 day of January 2012, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: debtor's attorney Jesús E. Batista Sánchez and Trustee Alejandro Oliveras Rivera.

Martinez & Torres Law Offices
P.O. Box 192938 San Juan, PR 00919-2938
Tel. (787) 767-8244 & Fax (787) 767-1183
vtorres@martineztorreslaw.com

/s/ Vanessa M. Torres Quiñones
By: Vanessa M. Torres Quiñones
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